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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

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SUZY BISHARA,

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Plaintiff,

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Case No. 2:11-CV-1420-KJD-GWF

12

ORDER

v.

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BAC HOME LOANS, *et al.*,

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Defendants.

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Presently before the Court is Defendants' Motion for Summary Judgment (#22). Though the time for doing so has passed, Plaintiff has failed to file a response in opposition.¹ Therefore, in accordance with Local Rule 7-2(d) and because no genuine issue of fact exists, the Court grants Defendants' motion for summary judgment.

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On June 4, 2012, the Court granted in part and denied in part Defendants' motion to dismiss. The Court dismissed Plaintiff's claims for wrongful foreclosure, civil conspiracy, quiet title,

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¹ Plaintiff may argue that her failure to respond was because she did not receive notice of the motion. The Court notes that court mail sent to Plaintiff was returned on September 4, 2012 (#26) with the notation that a forwarding order had expired. No other court mail was returned to the Court, including the Notice of Electronic Filing and copy of the motion for summary judgment sent to Plaintiff on August 16, 2012. See Notice of Electronic Filing (#22). Plaintiff bears the responsibility to keep her address updated with the Court and the Court may dismiss a plaintiff's complaint for failing to do so. See Local Special Rule 2-2. If the motion for summary judgment, which the Court is required to address on the merits, had not already been filed, the Court would have dismissed Plaintiff's complaint without prejudice on September 4, 2012 for failing to update her address with the Court.

1 declaratory relief, and injunctive relief. However, construing *pro se* Plaintiff's complaint liberally,
2 the Court found that a claim for breach of contract existed, because Plaintiff alleged that she was not
3 in default when Defendants caused a Notice of Default and Election to Sell to be recorded against the
4 property.

5 On August 16, 2012, Defendants filed the present motion for summary judgment seeking to
6 dismiss the sole remaining claim for breach of contract. Defendants submitted admissible evidence
7 demonstrating that Plaintiff defaulted on her obligations under the Note and Deed of Trust beginning
8 in November 2008 and resulting in Notice of Default and Election to Sell being recorded against the
9 Property on March 5, 2009. The Property securing the debt was sold at auction on or about August
10 8, 2011. Plaintiff has not responded in any manner, let alone with admissible evidence,
11 demonstrating that she was not in default or cured the default before the foreclosure sale occurred.
12 Therefore, no genuine issue of material fact prevents the Court from granting summary judgment to
13 Defendants.

14 Accordingly, IT IS HEREBY ORDERED that Defendants' Motion for Summary Judgment
15 (#22) is **GRANTED**;

16 IT IS FURTHER ORDERED that the Clerk of the Court enter **JUDGMENT** for Defendants
17 and against Plaintiff.

18 DATED this 19th day of September 2012.

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24 Kent J. Dawson
25 United States District Judge
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